

**SUBDIVISION AGREEMENT  
FOR  
IMPROVEMENT WARRANTY**  
(After Construction is Complete)  
(Government Code § 66462 and § 66463)

Subdivision: SD 13-9325

Effective Date: March 15, 2016

Subdivider: Western Pacific Housing Inc.

Maintenance Period: 1 year or until released by Board of Supervisors which ever is greater.

Deposits:

- A. (cash) \$ 18,000.00
- B. (bonds, etc.)
  - 1. (faithful performance & maintenance) \$ 256,650.00
  - 2. (payment) \$ 0.00

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California, hereinafter called "County," and the above-named Subdivider, mutually promise and agree as follows concerning this subdivision:

2. IMPROVEMENT WARRANTY. Subdivider warrants that the road and street improvements, tract drainage, street signs, and all other public improvements were constructed, installed and completed in this subdivision in a manner equal or superior to the requirements of the County Ordinance Code, Title 9.

3. GUARANTEE & MAINTENANCE. Subdivider guarantees that the aforesaid subdivision improvements are and will be free from defects and will perform satisfactorily in accordance with County Ordinance Code; and he shall maintain the improvements for one-year after the date of this agreement against any defective workmanship or materials or any unsatisfactory performance.

4. IMPROVEMENT SECURITY: DEPOSIT & BONDS. Upon executing this agreement, Subdivider shall deposit as security with the County:

A. Cash: \$1,000 cash or 1% of the estimated cost of the improvements, whichever is more; together with

B. Bond, etc.: (1 Faithful performance) additional security totaling 15% of the cost of the estimated improvements less the cash deposit in the form of a cash deposit, acceptable instrument of credit, or an acceptable corporate surety bond, guaranteeing his faithful performance of this agreement and maintenance of the work for one-year after the date of this agreement against any defective workmanship or materials or any unsatisfactory performance; plus (2 payment for labor and materials) another such additional security in at least the above -specified amount, which is 50% of the estimated cost of the aforementioned improvements, securing payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to the subdivider. Said payment bond to become null and void six months after the completion of improvements.

5. NO WAIVER BY COUNTY. Inspection of the improvements and/or materials, or approval of improvements and/or materials inspected, or statement by any officer, agent or employee of the County indicating that the improvements or any part thereof comply with the requirements of this agreement, or acceptance of the whole or any part of said improvements and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Subdivider of his obligation to fulfill this agreement as prescribed; nor shall the County be thereby be stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

6. INDEMNITY. Subdivider shall hold harmless and indemnify the indemnities from the liabilities as defined in this section:

A. The indemnities benefited and protected by this promise are the County, and its special districts, elective and appointive boards, commissions, officers, agents, and employees;

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before the County approved the subdivision map or accepted the improvements as completed, and including the defense of any suit(s), actions(s), or other proceedings(s) concerning these;

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this agreement and attributable to the Subdivider, contractor, subcontractor, or any officer, agent, or employee of one or more of them;

D. Non-conditions: The promise and agreement in this section are not conditioned or dependent on whether or not any Indemnity has prepared, supplied, or approved any plan(s) or specifications(s) in connection with the improvements or subdivision, or has insurance or other indemnification covering any of these matters.

7. COSTS. Subdivider shall pay or have paid when due all the costs of the work, including inspection thereof and relocating existing utilities required thereby.

8. NONPERFORMANCE AND COSTS. If Subdivider fails to maintain the work and improvements during the time specified in this agreement, County pay proceed to maintain them by contract or otherwise, and Subdivider shall pay the costs and charges therefore immediately upon demand. If County sues to compel performance of this agreement or recover engineering costs and the cost of maintaining the improvements, subdivider shall pay all reasonable attorneys' fees, costs of suit, and all other expenses of litigation incurred by County in connection therewith.

9. ASSIGNMENT. If before the completion of the maintenance period the subdivision is annexed to a city, the County may assign to that city the County's rights under this agreement and any deposit or bond securing them.

10. LABOR & MATERIALS WARRANTY. Subdivider further warrants that the claims and liens of all persons, contractors, and subcontractors furnishing labor or materials for the installation of said improvements in the subdivision have been satisfied. The subdivider agree to satisfy any valid claims or liens of labor and materialmen as to the said improvements and subdivision appearing hereafter upon demand by the County.

11. RECORD MAP. In consideration hereof, County shall allow Subdivider to file and record said subdivision map, and recognizes this subdivision as on complying with State laws and County ordinances.

CONTRA COSTA COUNTY:

Julia R. Bueren, Public Works Director

By: \_\_\_\_\_

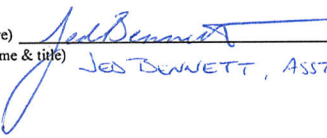
RECOMMENDED FOR APPROVAL:


By:  \_\_\_\_\_

FORM APPROVED: Victor J. Westman, County Counsel

SUBDIVIDER:

Western Pacific Housing Inc.

(signature)   
(print name & title) JOSH BENNETT, ASST. VICE PRESIDENT

(signature)   
(print name & title) DEAKNIS Vice President

Note to Subdivider: Attach acknowledgment form below and affix corporate seal.

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

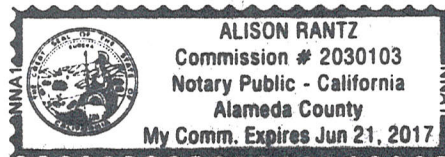
On Aug. 13, 2015 before me, **Alison Rantz**, a Notary Public in and for said State personally appeared Jed Bennett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Alison Rantz  
Alison Rantz

Notary Public - Commission No. 2030103  
My Commission Expires: June 21, 2017



CERTIFICATE OF ACKNOWLEDGMENT

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STATE OF CALIFORNIA  
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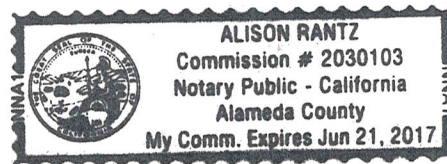
On Aug. 13, 2015 before me, **Alison Rantz**, a Notary Public in and for said State personally appeared Dean K. Mills, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Alison Rantz  
Alison Rantz

Notary Public - Commission No. 2030103  
My Commission Expires: June 21, 2017



Subdivision: Amarante SD 13-9325

Bond No.: SU1133522

Premium: \$3,458.00

Any claim under this Bond should be sent

to the following address:

Arch Insurance Company

Attn.: Surety Claims

300 Plaza Three, 3rd Floor

Jersey City, NJ 07311-1107

**IMPROVEMENT SECURITY BOND  
FOR SUBDIVISION AGREEMENT**  
(Performance, Guarantee and Payment)  
(Gov. Code, §§ 66499-66499.10)

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision Amarante as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

2. **OBLIGATION.** Western Pacific Housing, Inc., as Principal, and Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay it:

(A. Performance and Guarantee) Two Hundred Fifty Six Thousand, Six Hundred Fifty and 00/100 ----- Dollars (\$ 256,650.00 ) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) \$0.00 Dollars (\$ 0.00 ) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.

3. **CONDITION.** This obligation is subject to the following condition.

A. The condition of this obligation as to Section 2.(A) above is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Contra Costa (or city assignee), its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, and to be taxed as costs and included in any judgment rendered.

B. The condition of this obligation, as to Section 2.(B) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Subdivision Agreement and referred to in the aforesaid Civil Code for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, and that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

C. No change, extension of time, alteration, or addition to the terms of said Subdivision Agreement or the work to be performed thereunder or any plan or specifications of said work, agreed to by the Principal and the County of Contra Costa (or city assignee) shall relieve any Surety from liability on this bond; and consent is hereby given to make such change, extension of time, alteration or addition without further notice to or consent by Surety; and Surety hereby waives the provisions of Civil Code Section 2819 and holds itself bound without regard to and independently of any action against the Principal whenever taken.

SIGNED AND SEALED on August 6, 2015.

Principal: Western Pacific Housing, Inc.

Address: 5050 Hopyard Road

Pleasanton, CA Zip: 94588

Surety: Arch Insurance Company

Address: 1125 Sanctuary Parkway, Ste. 200

Alpharetta, GA Zip: 30009

By: [Signature]

Print Name: [Name]

Title: [Title]

By: [Signature]

Print Name: Margaret A. Ginem

Title: Attorney-in-Fact

[Note: All signatures must be acknowledged. For corporations, two officers must sign. The first signature must be that of the chairman of the board, president, or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civ. Code, § 1190 and Corps. Code, § 313.)]

Form Approved by County Counsel

[Rev. 1/06]

Senate Bill 1050, amends Sections 1189 and 1195 of the Civil Code and Section 8202 of the Government Code, relating to notaries public. The below physical format of the new disclosure notice is an example, for purposes of illustration.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Alameda

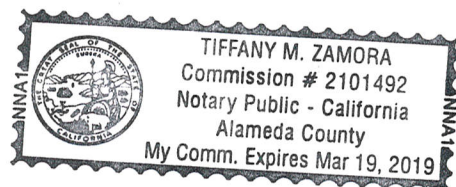
On 8.18.15 before me, Tiffany M. Zamora, Notary Public (here insert name and title of officer), personally appeared Dean K Mills, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature 

(Seal)



# ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH } SS.

On this 6<sup>th</sup> day of **August, 2015** before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Arch Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature \_\_\_\_\_

*Marianella Barnola*  
**Marianella Barnola**



*This area for Official Notarial Seal*

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anett Cardinale, Brandy Baich, David H. Carr, Eileen C. Heard and Margaret A. Ginem of Tampa, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.